



WILLIAMSON COUNTY

Leslie Mitchell, CPPO, CPPB
1320 West Main Street, Suite 130
Franklin, Tennessee 37064
(615) 790-5868
lesliem@williamson-tn.org

February 2, 2015

To Whom It May Concern:

Williamson County accepting Pre-Qualifications for engineering and design related services for the realignment of SR 106 and SR 46. The RFQ document follows.

Qualifications must be received no later than Thursday, February 19, 2015 at 2:00 p.m. They must be submitted in a sealed envelope, to the Williamson County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. The envelope must be labeled as follows: **Statement of Qualifications, Engineering and Design Services, Realignment of SR-106 and SR-46, February 19, 2015, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

If you have any questions, please e-mail lesliem@williamson-tn.org. All questions must be submitted in writing by 4:30 p.m. CST on February 12, 2015.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent

LM/lw

Enclosure

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING AND DESIGN RELATED SERVICES AT SR-106 AND SR-46**

INVITATION FOR QUALIFICATIONS

The Williamson County Engineer's Office is seeking professional services for the preparation of construction documents for the realignment of SR-106 and SR-46

Parties interested in responding are asked to submit, in a sealed envelope, three (3) copies of the qualifications no later than 2:00 P.M. (CST) on February 19, 2015 to:

The Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, TN 37064

1. BACKGROUND

A Transportation Planning Report has been prepared by The Tennessee Department of Transportation. That report has indicated a need to address the capacity, operational, and safety concerns at the intersection of SR-106 and SR-46, by reducing delay times and improving intersection geometry for vehicles traveling in Williamson County, Tennessee. The TPR report is on file at the office of the Williamson County Engineer.

2. SCOPE OF WORK

The consultant will assist Williamson County in preparing design plans and bid documents for the realignment of SR-106 and SR-46. The selected consultant will provide the following:

Deliverables:

- Environmental Planning / Engineering
- Survey of current conditions
- Proposed intersection geometric design
- Proposed right-of-way and easement requirements
- Pavement section, pavement marking, and traffic control requirements
- Erosion control and drainage requirements
- Traffic signal specifications
- General specifications
- Construction drawings in TDOT format
- General and supplementary conditions
- Invitation to bid
- Instruction to bidders
- Bid form
- Bid bond form
- Agreement form
- Performance/payment form

The consultant will make the project manual and design plans available to contractors interested in bidding for the work. The consultant will also be available to answer questions and provide clarification to prospective contractors.

During construction, the consultant will review and take action on contractor submittals to ensure compliance with design plans and construction documents. The consultant will provide construction inspection services and communicate construction progress to the County.

3. EVALUATION PROCEDURES AND CRITERIA

Evaluations will consider qualifications and will not be limited to price alone. The selection criteria are as follows:

- A. Quality of response to the Scope of Services - **30 points**
- B. The demonstrated experience of the consultant to perform services as requested in the RFQ to the satisfaction the County Engineer's Selection Committee - **30 points**
- C. Whether the consultant can provide the contracted services promptly and within the time specified in its qualification, without delay or interference - **25 points**
- D. The sufficiency of the consultant's financial resources and the effect thereof on his/her ability to perform or provide product - **10 points**
- E. The ability of the consultant to provide future maintenance and services where such maintenance and service is essential - **5 points**

4. CONTENTS OF QUALIFICATIONS

Qualifications must include, but need not be limited to the following information:

- A. Cover letter.
- B. Company profile describing experience providing services/products requested in this RFP, qualifications of staff, the sufficiency of the company's financial resources and why your organization is best suited to provide the services requested.
- C. Comprehensive description of how the consultant will meet the conditions outlined in the Scope of Services of this RFQ. This shall include a timeline for the completion of all elements of the project.
- D. Fixed fee schedule, which is the County's preferred method of paying vendors. Applicants may also indicate proposed hourly rates
- E. List of other government related organizations that currently utilize, or have utilized your services.

If your qualification does not include all of the above items, it may be deemed non-responsive. Three (3) copies of the qualifications shall be submitted as described in Section 1 of this RFQ.

All qualifications received must be typewritten on 8.5" x 11" paper utilizing not less than a twelve (12)-point font.

5. ADDITIONAL STANDARD CONTRACT TERMS

In addition to the standard terms contained in Williamson County contracts and those required by

applicable law, by submitting a qualification you agree on behalf of the entity for which the proposal was submitted to the following terms and conditions:

- A. **Governmental Regulations.** Engineer shall comply with all federal, state and local rules, laws and regulations. Engineer is responsible for obtaining all necessary licenses and permits for hauling and disposing the Material, at its own cost.
- B. **Lobbying Prohibitions.** The Engineer certifies, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Engineer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- C. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released Engineer shall include the statement: "This project is funded under an agreement with the State of Tennessee." Any such notices by the Engineer shall be approved by the County and the State, where required.
- D. **14 Title VI - Civil Rights Act of 1964.** The Engineer shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Engineer shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.
- E. **Americans with Disabilities Act of 1990 (ADA).** The Engineer will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.
- F. **Conflicts of Interest.** The Engineer warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Subcontractor, or consultant to the Engineer in connection with any work contemplated or performed relative to the Agreement. The Engineer shall insert in all agreements entered into in connection with

the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
"No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Subcontractor, or consultant to the Engineer in connection with any work contemplated or performed relative to this Agreement."

G. **Interest of Members of or Delegates to, Congress (applied to federal aid projects).**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

H. **Records.** The Engineer shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges.

The books, records, and documents of the Engineer, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Engineer's general accounting records and the Project records, together with supporting documents and records, of the Engineer and all Subcontractors performing work on the Project and all other records of the Engineer and Subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Engineer and shall survive a termination of the Agreement.

I. **Inspections.** The Engineer shall permit, and shall require its Contractor, Subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project. The Department reserves the right to terminate this Agreement for refusal by the Engineer or any Contractor, Subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

J. **Public Accountability.** If the Engineer is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Agreement involves the provision of services to citizens by the Engineer on behalf of the County or State, the Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Engineer shall display in a prominent place, located near the passageway through which the public enters in order to receive pass through Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS ENTITY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN ENTITY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

The Engineer certifies to the best of its knowledge and belief, that it and its principals:

- A. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or Local Department;
- B. It has not, within a 3-year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes;
- D. It has not within a 3-year period preceding this application/qualification had one or more public transactions (Federal, State or local) terminated for cause or default; and
- E. It will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the Contract Documents

7. INSTRUCTIONS AND QUESTIONS

Questions regarding this Request for Qualifications should be directed only to the person designated below. Do not contact any other County employee or official regarding this RFQ.

Leslie Mitchell (615-790-5868), lesliem@williamson-tn.org